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3. The lessee: agrees to pay the rent as heretofore set down; to maintain the premises including the surrounding garden area in safe state and repair, except for major repairs necessitated by flood, fire, storm, earthquake or other act of God. The leasee shall restore the premises to the lessor at the termination of the lease, it being understood that any renovations made with the consent of the lessor as agreed in the next

in the event of an unavoidable disaster which disaster results in the premises being in different state than when received, the lease continues during the continuance of this condition, the lessee shall in no way be liable.

4. The lessor agrees to allow the lessee to make such renovations to the house and grounds that the lessee feels necessary, at the lessee's expense; such renovations shall be made only with the consent of the lessor; once made it will not be necessary for the lessee to remove them at the termination of the lease; ~~it is further agreed by the lessor that the lessee shall have the power of sub-letting the premises to anyone whom he desires and that the requirements of law and custom for the obtaining of the consent of the lessor to such sub-lease are hereby expressly waived; that the lessee shall also have the power of transferring and/or assigning the lease to a third party or parties and that in the event of such transfer or or assignment the same conditions shall be binding on lessor and lessee (the new lessee) as were binding upon the original parties to this agreement.~~

5. In the event of disaster to the property of such a nature as to make it uninhabitable and caused by a medium outside the control of the lessee, such as flood, storm, fire, earthquakes, or other act of God, the lessee will not be liable for rent until such time as the premises are again inhabitable, the responsibility of restoration in this case resting with the lessor.

6. It is understood that the house will be rented unfurnished and that all items of furniture without exception are the property of the lessee solely.

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Specifically included in this list are electric and gas stoves,

electric space, room, and hot water heaters, and refrigerators. If the premises include furniture, a list thereof will be attached to this agreement and the provisions of the first sentence of this paragraph will not apply. Instead the lessor and lessee will each retain possession of his own furniture.

7. The lessee will assume all expenses for utilities such as water, electricity, gas and telephone during the actual occupancy of the premises up to and including the termination date of the lease.

8. The lessor hereby grants, guarantees and warrants that he is the sole and lawful owner of the property, or if not, has the lawful written power of attorney to make his acts as agent of the owner or owners binding on the principals.

9. It is further agreed that any changes in this lease must be made in writing and signed by both parties or their lawful agents; that this is the only agreement between the parties and that no recognition of verbal statements may be had except as to the method of paying the rent as explained in Paragraph 2(b) above. It is also agreed by the lessor that any covenants, restrictions, easements, liens and/or encumbrances on the property shall be the sole responsibility of the lessor and any liability incurred in this connection, or any legal action predicated thereon shall rest solely with the lessor. STAT

IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals this 21st day of 1952. STAT

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WITNESSED BY:

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